PROPOSAL - NATIONAL INCIDENT BASED REPORTING SYSTEM (NIBRS) RESPONSE TO RFP NUMBER 5408 Z1

Submitted to:
State Purchasing Bureau
Connie Heinrichs/Nancy Storant

Proposal Submitted by:

383 Inverness Pkwy. Suite 175
Englewood, CO 80112

Contact: Joe Wilson
joe.wilson@arisant.com
303-974-7582

September 26, 2016

Cover Letter

September 26, 2016

Connie Heinrichs/Nancy Storant
State Purchasing Bureau – Lincoln, NE

Dear Connie and Nancy,

Thank you for the opportunity to participate in this RFP Process related to National Incident Based Reporting System (NIBRS).

Arisant is an Oracle Platinum partner with extensive experience in providing hardware/software and resources to help our customers with their critical projects. Arisant has worked with many state and local governments since 2006 in helping them implement similar efforts. Our experience with Oracle Business Intelligence Enterprise Edition and Reporting Based Systems is extensive and these solutions have proven to be very successful for our customers.

Arisant is honored to be presenting our NIBRS solution and team to the State of Nebraska. This exceptional team of Arisant professionals is committed and excited to achieve mutual success. We welcome the opportunity to meet with the State of Nebraska stakeholders at your earliest convenience to illustrate our commitment and confidence in delivering a superior solution.

We will assist in setting up reference calls with our customers as needed to discuss the various projects that we have completed with them and the successes that we have shared.

Should you have any questions or concerns, please let us know.

Best Regards,

Joe Wilson

Joe Wilson
Vice President
Arisant LLC
383 Inverness Parkway, Suite 175 Englewood, CO 80112
main: 303.974.7582 mobile: 720.839.1656 fax: 888.889.0155

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PART A.1 – REQUEST FOR PROPOSAL FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ **NEBRASKA CONTRACTOR AFFIDAVIT**: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: Arisant, LLC_____

COMPLETE ADDRESS: 383 Inverness Pkwy., Suite 175 Englewood, CO 80112 _____

TELEPHONE NUMBER: 303-974-7582 _____   FAX NUMBER: 888-889-0155 _____

SIGNATURE: _____   DATE: 9/23/2016_____

TYPED NAME & TITLE OF SIGNER: Andreas Katsaris, Senior Partner

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PART A.1 CONTINUED - COMPLETED SECTION III TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A.   GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The contract resulting from this Request for Proposal shall incorporate the following documents:

1.   Amendment to Contract Award with the most recent dated amendment having the highest priority;
2.   Contract Award and any attached Addenda;
3.   The Request for Proposal form and the Contractor's Proposal, signed in ink
4.   Amendments to RFP and any Questions and Answers; and
5.   The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B.   AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C.   COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

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D.   PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E.   OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F.   INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	JW	JW Alternative Attached	

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

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1. **WORKERS' COMPENSATION INSURANCE**
   The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**
   The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

   The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000
COMMERCIAL CRIME	

Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000

SUBROGATION WAIVER

"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."

LIABILITY WAIVER

"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."

4. **EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

<div align="center">

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

</div>

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. **COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. **INDEPENDENT CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the

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contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I.   CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J.   CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1.   any and all employment taxes and/or other payroll withholding;
2.   any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3.   damages incurred by Contractor's employees within the scope of their duties under the contract;

4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and

5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

Q. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

T.   GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U.   ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V.   ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W.   STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X.   SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

Y.   NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1.   Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2.   Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constituta a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the

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provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z.   EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

    a. if directed to do so by statute;
    b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
    c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
    d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
    e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
    f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
    g. Contractor intentionally discloses confidential information;
    h. Contractor has or announces it will discontinue support of the deliverable;
    i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
    j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA.   FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within	NOTES/COMMENTS:

		RFP Response (Initial)	
JW			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

BB. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

CC. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.

2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

EE.   PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JW	**Insurance requirements should suffice**

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond shall be $200,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF.   FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG.   PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH.   PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JW	Arisant is willing to negotiate payment terms in good faith. As such, Arisant is willing to discuss milestone payments and/or net 30 payment terms.

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

II.   INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
jw			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. This is to include invoice date, the date range the invoice covers (although not less than a month), and task(s) completed. Invoices are to be submitted electronically to a designee; The Project Director is to be copied on the invoice submission. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ.   RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating

work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

KK.   TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

LL.   INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

MM.   CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within	NOTES/COMMENTS:

		RFP Response (Initial)	
JW			

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

OO. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

PP. PROPRIETARY INFORMATION

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Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary**. The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary**. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ.   CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR.   STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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JW			

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS.   PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices quoted on the Cost Proposal form shall remain fixed for the initial contract period of the contract. The State will be given full proportionate benefit of any price decrease during the term of the contract.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

TT.   BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

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UU. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

1. **GENERAL**
   The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**
   The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

   If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the

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Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. **PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

4. **SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

WW.   NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

XX.   ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

YY.   DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

JW			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

ZZ.   TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

AAA.   RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

BBB.   DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

CCC.   EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JW			

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state,

departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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PART A.2 – CORPORATE OVERVIEW

A.2.a BIDDER IDENTIFICATION AND INFORMATION

Arisant, LLC
383 Inverness, Pkwy., Suite 175
Englewood, CO 80112
Arisant is a Colorado LLC Organized in September 2006.
Headquarters remain in Colorado, and Arisant has not changed our name since the original organization date.

Company Information

Incorporating in September of 2006, Arisant is a forward-thinking technology and professional services consulting firm that helps companies solve strategic and tactical business and IT challenges. We help our customers manage and understand the complex world of technology implementations and augment their staff in a methodical, client-focused manner. From Databases to Middleware and Applications integration, from hardware acquisition to software licensing, Arisant helps you reduce the time and complexity of staffing, implementing and integrating complex technology solutions. As an Oracle Platinum Partner, our motto is "Business Solutions through Oracle Technology".

We started out with one goal in mind "to be our customer's first choice "this time and every time." Although the company started out in Englewood, CO, it quickly grew into a corporation with national clientele supporting some of the finest organizations in the United States. Our public sector clients include but are not limited to the University of Colorado, State of Colorado, State of Utah, King County, City of Las Vegas, Clark County School District and US Department of Interior.

Our history of growth and success is a testament to the passion and quality of our people and, specifically, the quality of the services that we deliver to our customers, clients, and consultants. We are a consulting and contingent labor provider focused on providing a competitive edge on contingency labor costs and processes. Our success is rooted in our ability to deliver top talent and cost saving solutions to our customers nationwide.

Complete. Consistent. Accurate.

Arisant's decisions are based on what is important and crucial to our customer's needs. The end result is an excellent alignment with our customer's goals and initiatives, true partner congruency, and better results for our customers.

Arisant's key differentiators and services are:
- Oracle Platinum Partner
- Solutions based practices in Business Intelligence, Database, ERP Applications, Identity Management, and Custom Application Development
- Oracle Engineered Systems Experience
- Financial Stability
- Proven Ability to Perform with Federal, State and Local Agencies along with Fortune 500 Companies
- Oracle Hardware and Software reseller
- Full Stack Oracle Managed Services

Qualifications, Industry Experience and Dedicated Personnel

As an Oracle Platinum partner and a solutions provider with consultants recognized as Oracle experts, Arisant has decades of experience. Its' consultants conduct themselves with the highest ethics and integrity and focus on excellence in delivery. Arisant provides deep functional expertise in the data warehousing, OBI/OBIA subject areas, OBIEE Training and is currently engaged in a number of other OBI/OBIA projects. Arisant's role in these projects is to provide training, drive requirements, design and work with business and functional end-users to ensure the implemented systems meet business requirements. By implementing large-scale BI solutions supporting thousands of users, Arisant consultants have gained unique expertise. This coupled with decades of database and IT infrastructure experience makes Arisant the ideal Business Intelligence partner.

A.2.b FINANCIAL STATEMENTS

See Attached

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A.2.c CHANGE OF OWNERSHIP

No change of ownership.

A.2.d OFFICE LOCATION

Arisant, LLC
383 Inverness, Pkwy., Suite 175
Englewood, CO 80112

A.2.e RELATIONSHIPS WITH THE STATE

Arisant does not currently have relationships with the State of Nebraska

A.2.f BIDDER'S EMPLOYEE RELATIONS TO STATE

There are no employee relations to the State of Nebraska

A.2.g CONTRACT PERFORMANCE

Not Applicable

A.2.h SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

	Contract #1:	Contract #2:	Contract #3:
Contractor Name	Arisant	Arisant	Arisant
Project Title	OBIEE – Design, Developed and Implemented Dashboards	OBIEE Implementation, Upgrade and Enhancements	Upgrade to OBIEE Environment
Description of the Project	Planned and deployed 2500 user multi-node OBIEE Environment. Created new OBIEE dashboards and reports utilizing legacy systems and information. Produced datamarts in star schema from that feed OBIEE.	Build OBIEE reports and dashboards with end users to ensure that look, feel and functionality meet expectations. Data Warehousing – design and develop the data structures that are functional and reusable. Build and install a development and test environment for OBIEE	Replacing Legacy BI environment with OBIEE Environment up to an including developing and migrating reports. Sourcing transactional system to produce datamarts in star schema form that feed OBIEE Dashboards and Reports.
Contract Amount	$1,200,000	$900,000	$500,000+
Government Agency/ Organization	Comcast Communications	Department of Interior – Interior Business Center	
COR's Name Address Phone Number	Beth Howard 183 Inverness Dr. W. Englewood, CO 80112 Elizabeth_howard@cable.comcast.com Phone 720-268-8512	Mark Stover 7301 W Mansfield Ave Lakewood, CO 80235 303-969-7228 Mark_a_stover@ibc.doi.gov	Jeff D'Amico 319 West Fourth Street Cincinnati, OH 45202 Jeff.damico@iwireless.com Phone: 513-300-1663
Dates	2008-present	1/2012-12-2013	2006-present

	Contract #4:
Contractor Name	Arisant
Project Title	OBIEE/OBIA Implementation

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Contract #4:	
Contract #	9252
Description of the Project	Installed and configured 11g OBIEE and OBI Financial and Human Resources Analytics environments. Identified and prioritized legacy reports for conversion to the OBI/OBIA environment. Created new dashboards and reports, OBIEE metadata development, modeling new star/snowflake schemas, wrote new ODI ETL. Utilized Oracle's Translation Workbench to assist in the report conversion process. Developed Enterprise-wide security model that leveraged source system security setups.
Government Agency/ Organization	Diamond Resorts International
COR's Name Address Phone Number	Keith Marcos 10600 W. Charleston Blvd. Las Vegas, NV 702-823-7220 Keith.marco@diamondresorts.com
Dates	2014-2015

Contract #5:	
Contractor Name	Arisant
Project Title	OBIEE – Training
Contract #	FBMS 70690733 - 450077599
Description of the Project	Provided training to DOI end users: Taught by Andreas Katsaris from Arisant. Boot Camp #1 for DOI Functional Users – This course combined Create Analyses and Dashboards plus BI Publisher – This was a 4 day class. Boot Camp #2 for DOI Super or Technical users – This course combined the above plus Building Repositories. This was a 5 day class.
Government Agency/ Organization	Department of Interior – Interior Business Center
COR's Name Address Phone Number	Mark Stover 7301 W Mansfield Ave Lakewood, CO 80235 303-969-7228 Mark_a_stover@ibc.doi.gov
Dates	2015

A.2.i SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Arisant proposes an agile, iterative development approach. This approach will use short, non-disruptive development cycles. A small number of the overall requirements will be captured, designed, developed and released for user acceptance testing. The cycle repeats until all business requirements are completed. This approach allows for rapid development of the solution and early user feedback so that the appropriate corrective actions can be taken.

In conjunction with the above, Arisant will conduct training for IT personnel and end users, and develop system documentation and operational/production support procedures. A Help Desk support structure is also put together.

Please see Appendix 2 of this document for all proposed resumes. Basic reporting structure will have a Project Manager with all team members reporting to Andreas Katsaris.

A.2.j SUBCONTRACTORS

Not Applicable

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PART A.3 – TECHNICAL APPROACH

A.3.a Understanding of the project requirements

Arisant hereby confirms its full understanding of the requirements identified in this proposal. Arisant does not believe that there is an existing COTS product that will fulfill all business requirements, and therefore proposes building a fully custom, dynamic system that will be easily enhanced to reflect current and future requirements.

At its core the proposed solution will use an Oracle database (i.e. the repository) to store all incoming files, data that is manually entered, data used for reports, reference data, etc. Sensitive data will be encrypted. The database will accommodate all reporting needs as well.

The solution will use a custom, extensible data integration layer build to allow for 1) files to be uploaded (or pulled automatically) and automatically validated, 2) data to be collected from other sources (e.g. possible future state requirements) 3) data to be manually added to the repository. To accommodate manual data entry, a custom J2EE based interface will be provided. Data validation will take place as data flows in to the system, and rejected if minimum requirements are not met. The workflow will automatically notify senders of any errors.

Arisant will provide a reporting layer to address 1) ad-hoc reporting, 2) user browsing pre-build reports and dashboards, and 3) scheduling reports that are delivered weekly, monthly or at some other time interval.

Full audit trail functionality will exist at all 3 layers (database, data integration, reporting) to allow for security audits and system usage reports.

1. Use by small agencies, those who do not currently maintain an RMS, must either begin utilizing an RMS (as a component of the repository, as a separate product proposed by the bidder, or from a subcontractor) or a direct data entry mechanism for entry of NIBRS records into the repository. This should not require Crime Commission staff intervention and/or validation. This component should be NIBRS+ compliant (and bidder must address this in their response). If an RMS is proposed (as a component of the repository or as a separate but proposed software package) then functionality must be described. If direct data entry is proposed then associated functionality (search ability, retention, etc.) must be described.

Bidder Response: **Arisant proposes a direct data entry component that will be made available to agencies and can be used to add/update records directly to the repository. The solution will include a lightweight J2EE based, user-friendly BUI (browser based user interface) with advanced business validation rules to ensure that submitted records meet data quality requirements. The records will be flagged so that they can be distinguished from records coming in through automated interfaces in case this distinction needs to be made. The records will also include auditing information (who submitted the records, date of submission, date of change, etc.). The interaction between this interface and the repository will be done over a secure connection.**
Business rules definition (e.g. NIBRS+ validation rules) will be defined dynamically (i.e. not hard coded) so that if any rules change, the validation process can automatically adjust without any code changes required. Meaningful error descriptions will assist data entry personnel in fixing data quality problems. The system will allow for records that do not pass validation to be stored in the repository temporarily until such errors are rectified.
The system will include basic reporting functionality as well (e.g. number of records submitted by agency, by date, by record type, etc.).

2. Bidder must describe how the proposed workflow would fit into the Crime Commission's current workflow (per Attachment B) OR bidder must describe what workflow would be necessary.

Bidder Response: **Arisant proposes to leverage the strong points of the existing workflow and change existing elements of the workflow to automate some of the manual steps. The goal will be to introduce automation in order to expedite the end to end process, avoid or minimize manual intervention and eliminate human errors. For example, manual csv and spreadsheet files can be replaced by simple browser based data entry interfaces that perform data validation rules. This will**

> eliminate downstream manual validation/error file generation steps. Triggering events will also be introduced to automatically produced reports with metrics for the various entities.

3. Bidder must describe processes, workflows, data migration, and all anticipated operation of parallel systems with UCR as Nebraska and the FBI moves to a NIBRS-only system.

Bidder Response: **Data Migration: As part of the project plan, Arisant will build migration routines that will take all the current data (RDBMS tables, files, etc.) and move them to the new platform. Extensive testing will be completed to ensure data accuracy.**
New System Validation: As part of the User Acceptance Testing phase, Arisant, will operate both the existing system and the new system in parallel, and compare results to ensure accuracy of the new system. Great attention will also be paid to system performance to ensure that at a minimum the new system is as fast or faster than the existing solution. Once all acceptance criteria are met, Arisant will switch operations to the new system. All interfaces will be tested thoroughly to ensure that they switch over is seamless.
Production Go-Live: During this phase, the existing system will be shut down and the new system will take over. A clearly defined risk management plan will outline procedures for switching back to the old system in case a major problem is discovered.

4. The FBI has announced that they will issue a specification moving from fixed file format to XML for submission to the FBI and the Crime Commission will use this format as the basis for local RMS data submission. Bidder must describe any plans, financial impact, preference, law enforcement, state, local and tribal agencies and RMS vendors impact and preferred system or industry approaches. The Nebraska Crime Commission sees the value of moving to an XML-based format.

Bidder Response: **Arisant proposes to use a common data integration engine (based on Oracle Data Integrator (ODI) technology) to ingest, validate, process and store all data from the various law enforcement, state, local and tribal agencies. ODI can read and write XML files natively and as a result compliance with the new FBI XML file standard will be seamless. Arisant does not expect or anticipate any major changes to the files currently produced by the various agencies, other than additional attributes required by the new specification. Such changes are not expected to have any noticeable impact on the development of the solution.**

5. The Crime Commission does not anticipate, nor have heard from, an RMS contractor of any resistance to the new format but also recognize there could be issues with meeting timelines as contractors must work with various states and agencies. If timing becomes an issue, as identified in 2017, the Crime Commission is prepared to convert an agency's already accepted Nebraska NIBRS submission to a generic fixed format that can be accepted by the repository. This assumes that the selected repository contractor accepts the currently specified flat file data format from the FBI. Describe any concerns or issues with this in the required project plan.

Bidder Response: **Arisant can fully comply with this requirement. We do not anticipate that this will have a major impact on the project deadlines and deliverables.**

6. Bidder must describe processes, support levels and any items covered by maintenance.

Bidder Response: **Arisant can support a variety of maintenance models and proposes a flexible approach that allows State IT personnel to be trained and take over ownership beyond the standard maintenance contract.**
During the maintenance phase Arisant will work on new requirements, adding new fields to file structures, new report design, development and rollout, new data validation rules, etc. We will also provide Help Desk services for Crime Commission staff. Help Desk will answer functional questions during business hours, but Arisant recommends that the system be monitored and alarmed 24x7. If the intention is to take over maintenance of this system, this is the phase that customer personnel should be added to the Arisant team so that they are trained on the architecture and support of the system. Arisant will work side by side with customer's IT personnel and mentor them on the job.

> **Additional, format training will also be conducted to cover the main components of system architecture.**

7.   Any new fields, values or reporting requirements from the FBI must be included in maintenance. It is anticipated that any Nebraska-specific requirements, beyond those listed in this proposal, will be charged per the optional hourly rates as noted on the cost proposal.

> **Bidder Response: Arisant can comply with this requirement. The proposed architecture will be flexible enough to allow for field modifications so that additional requests can be handled in a timely and cost effective manner.**

8.   Bidder must describe all responsibilities of the State including personnel, hardware, licensing, training availability, requirements for data migration, related technical/statistical needs, export of data for other use and any and all aspects the bidder intends to provide services for.

> **Bidder Response: Arisant is flexible with the overall architecture and proposes a solution that leverages Oracle Business Intelligence, Oracle Data Integrator and Oracle Database. Some of these technologies such as Oracle Business Intelligence are pervasive among the State so there is an obvious advantage in leveraging it for this project.**
>
> **Arisant proposes using 2 virtual servers (one for reporting platform and one for the data integration platform) and a physical server for the database tier. Additional environments should be carved out if the State expects lower environments (development, QA, etc.). Using additional environments are recommended by Arisant.**
>
> **Hardware, software licensing and other costs are described in the Cost section. Alternatively, the State may decide to procure the specified hardware and software on its own and supply them to Arisant.**
>
> **Arisant will address training, data migration and all technical issues and expects the State to provide Subject Matter Experts that can assist in understanding the existing system in more detail, refining FBI and State requirements, providing contacts to answer questions and removing all obstacles that may be in the way of progress.**
>
> **Arisant will provide mentorship and formal training to IT personnel that will be working on this system or will be taking ownership of the support after the maintenance phase.**
>
> **The Arisant solution will store data in a flexible manner that will lend itself to quick data dissemination for other uses.**

9.   Bidder must describe how updates to the FBI NIBRS requirements and collection process (e.g. codes and/or elements) will be integrated.

> **Bidder Response: Arisant uses a formal requirements gathering process to ensure new requirements are captured properly and thus ensuring that the end solution reflects the State's expectations. Arisant expects that the State will have Subject Matter Experts available during the requirements phase. A formal document, including high level architecture diagrams, workflow diagrams, user interaction diagrams, etc., must be signed off by the State before development can start.**

10.   Bidder must address and describe the approach to changes in the FBI's format for submission of files to the FBI as well as input of data files from law enforcement, state, local and tribal agencies. (The FBI has stated they anticipate a mid-2016 release for specifications from a fixed format to an XML-based format; Nebraska will use the XML-based format for submission to the FBI as well as the foundation for submission of files from law enforcement, state, local and tribal agencies to the Crime Commission.)

> **Bidder Response: Same as above. This is part of the standard SDLC we follow. We do not anticipate this to be an issue at all. In addition, note that the approach we are taking to build and provision the data integration piece will allow us to accommodate changes to file layouts with great flexibility and automation, thus minimizing major code changes and elongated development cycles.**

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A.3.b Proposed Development Approach

Arisant proposes an agile, iterative development approach. This approach will use short, non-disruptive development cycles. A small number of the overall requirements will be captured, designed, developed and released for user acceptance testing. The cycle repeats until all business requirements are completed. This approach allows for rapid development of the solution and early user feedback so that the appropriate corrective actions can be taken.

In conjunction with the above, Arisant will conduct training for IT personnel and end users, and develop system documentation and operational/production support procedures. A Help Desk support structure is also put together.

A.3.c Technical Considerations

Based on Arisant's understanding of the requirements, we feel that a vendor RMS or other related COTS package will not be a good fit for this project. Therefore, Arisant recommends using an Oracle based data integration platform that will address all data needs for this project (data integration, application of custom business rules, preparation of data for data feeds, preparation of data for reporting purposes).

Custom User Interfaces based on J2EE will allow IT personnel to administer business rules and view uploaded data/files from the various agencies.

Oracle Business Intelligence will be used to support all reporting needs; scheduled reports (weekly, monthly, etc.), ad-hoc reporting, published reports/dashboards.

Oracle Database will be used as the data store for the repository.

Arisant recommends using virtual servers for the data integration and reporting layer. A Physical server should be used for the database tier.

Any transmission of data to/from the new system will be encrypted. Sensitive data at rest (e.g. stored in the database) will also be encrypted.

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A.3.d Detailed Project Work Plan

The following is a proposed draft plan outline the key milestones and work products. A more detailed plan will be negotiated with the customer upon project award when more project details and timelines are available and before any project work commences.

Task Name	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	1-Nov	Dec-17
Environment	▮													
Environment Prerequisite Checks	▮													
OS settings, kernel settings	▮													
Connectivity, Sizing	▮													
Environment Install	▮	▮												
Database/ODI/OBI/Web Services	▮	▮												
Requirement Gathering - XML File	▮	▮												
Requirements Documentation	▮	▮												
Walkthrough / Sign off		▮												
Development - XML File	▮	▮	▮	▮	▮									
Design			▮	▮										
Development and Unit Test				▮	▮	▮								
Testing - XML File							▮							
New file format							▮							
Conversion existing format to							▮							
Submit to FBI							▮							
Production Deployment							▮							
Requirements Gathering - Manual														
Data Entry														
Development - Manual Data Entry							▮							
Testing - Manual Data Entry								▮						
Production Deployment								▮						
Reports														
Requirement and Design			▮	▮										
Development					▮	▮								
Testing						▮	▮							
Deployment to Production							▮							
Training														
Documentation	▮	▮	▮			▮	▮	▮						
Installation														
Configuration														
Application start/stop														
Requirements/Design/diagrams,														
Backups														
Housekeeping							▮		▮					
startup/shutdown scripts and														
Monitoring and alarming														
installation and configuration														
Backups							▮		▮					
Database														
ODI														
OBIEE														
Training							▮		▮					
Project Framework														
Project Management and	▮	▮	▮	▮	▮	▮	▮	▮						
Architecture Support	▮	▮	▮	▮	▮	▮	▮	▮						
Change Requests, Agency											▮	▮	▮	▮

A.3.e Deliverables and Due Dates

Based on Arisant's understanding of the timelines, we propose to following tentative schedule. A more detailed and firm schedule will be established upon commencement of the project.

Deliverable	Est. Date
Requirements Gathering	12/15/16
Inform Agencies of new specifications	12/31/16
Design of new solution	1/31/17
Development - XML File	4/30/17
Testing	5/31/17
Testing - new input format	5/15/17
Testing - converting existing format to XML	5/20/17
Testing - submit to FBI	5/25/17
Deployment to Production	5/31/17
Development - Manual Data Entry	6/30/17
Testing - Manual Data Entry	7/25/17
Deployment to Production	7/30/17
Reports Requirement and Design	2/15/17
Reports Development	4/15/17
Reports Testing	5/15/17
Deployment to Production	5/20/17
Training	2017

PART B – COST PROPOSAL REQUIREMENTS

B.1 and B.2 PRICING SUMMARY and PRICES

Based on Arisant's understanding of the scope of the project the following table outlines the various cost components.

Resource	# Hours	Cost
Project Manager/Analyst	1,000	$150,000
Technical Architect	100	$15,000
Developer 1	1,000	$135,000
Developer 2	1,000	$135,000
	Total Cost	$435,000

Project Manager: Overall responsibility for managing project plans, deliverables and task plans. Responsible for resolving issues for development effort to continue uninterrupted. Participates in customer and vendor meetings and communicates project status to the customer. The project manager also acts as a business analyst, responsible for gathering requirements and facilitating business requirement sessions with the customer and other vendors.

Technical Architect: Responsible for all architecture elements of the system. Produces system design documents, workflows, architectural plans, etc. and works with customer to validate and approve system designs.

Developer 1 and 2: Responsible for developing the solution based on architectural specifications. Areas of expertise cover database development, building the data integration layer, developing user interfaces, developing data feeds, developing reports and dashboards.

The following Oracle technologies need to be licensed separately and are part of the total cost outlined in **Appendix 3 – Cost Proposal**.

Production Environment

Software	License Metric	Quantity	Discount	Cost
Database EE	CPU	2	50%	$47,500
ODI EE	Named User	50	50%	$22,500
OBI EE	Named User	100	50%	$100,000
			Subtotal	$170,000
			1st Year Support	$37,400.00
			Total	**$207,400**

Dev/Test Environment

Software	License Metric	Quantity	Discount	Cost	
Database EE	CPU	1	50%	$23,750	
ODI EE	Named User	25	50%	$11,250	
OBI EE	Named User	10	50%	$10,000	
			Subtotal	**$45,000**	
			1st Year Support	$9,900.00	
			Total	**$54,900**	

Arisant recommends the following hardware infrastructure:
- Production database server (Oracle Database EE) – 1 physical server with 4 intel cores and 16GB RAM
- Dev/test database server (Oracle Database EE) – 1 physical server with 2 intel cores and 16GB RAM
- Production ODI EE – 1 virtual server with 4 intel cores 32GB RAM
- Dev/Test ODI EE – 1 virtual server with 2 intel cores 16GB RAM
- Production OBI EE – 1 virtual server with 4 intel cores 32GB RAM
- Dev/Test OBI EE – 1 virtual server with 2 intel cores 16GB RAM

Arisant assumes that customer will provision the physical and virtual servers.

Arisant, LLC
Balance Sheet
As of December 31, 2014

	Total
ASSETS	
Current Assets	
Bank Accounts	
1st Bank - Littleton Savings (deleted)	82,231.85
Compass Money Market	75,065.76
Compass OA	648,977.65
Compass PA	323,014.97
Total Bank Accounts	**$1,129,290.23**
Accounts Receivable	
Accounts Receivable	698,576.98
Total Accounts Receivable	**$698,576.98**
Other current assets	
Asset Balancing	0.00
Credit Card Receivables	78.40
Other Current Assets	-1,298.00
Undeposited Funds	0.00
Total Other current assets	**-$1,219.60**
Total Current Assets	**$1,826,647.61**
Fixed Assets	
Accumulated Depreciation	-46,862.04
Computers and Other Hardware	22,462.95
Original Cost	26,414.01
Total Computers and Other Hardware	**$48,876.96**
Furniture and Fixtures	16,512.47
Software	4,249.21
Total Fixed Assets	**$22,776.60**
TOTAL ASSETS	**$1,649,424.21**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	**$0.00**
Other Current Liabilities	
Sales tax payable	0.00
Total Other Current Liabilities	**$0.00**
Total Current Liabilities	**$0.00**
Total Liabilities	**$0.00**
Equity	
A. Katsaris	
Owner Contributions	2,000.00
Owner Distributions	-936,050.00
Owner Medical Ins	-53,345.22
Prior Years Profit	980,729.59
Total A. Katsaris	**-$6,665.63**
K. Robb	0.00
Owner Contributions	2,000.00
Owner Distributions	-936,050.00
Owner Medical Ins	-73,376.94
Prior Years Profit	972,756.29
Total K. Robb	**-$34,670.65**
N. Iveslatt	0.00
Owner Contributions	2,000.00
Owner Distributions	-936,050.00
Owner Medical Ins	-58,431.38

Prior Years Profit	979,442.50
Total N. Iveslatt	**-$13,038.88**
Retained Earnings	1,230,623.15
S. Lee - Previous Owner	
Owner Contributions	2,000.00
Owner Distributions	-116,972.31
Owner Medical Ins	0.00
Prior Years Profit	114,972.31
Total S. Lee - Previous Owner	**$0.00**
Net Income	673,176.22
Total Equity	**$1,849,424.21**
TOTAL LIABILITIES AND EQUITY	**$1,849,424.21**

Arisant, LLC
Profit and Loss
January - December 2014

	Total
Income	
Consulting Services	5,469,006.70
Oracle License Sales Income	98,799.45
Oracle Hardware Sales	214,671.98
Oracle License Sales Tax	-19,432.30
Total Oracle License Sales Income	**$294,039.13**
Unapplied Cash Payment Income	0.00
Total Income	**$5,763,045.83**
Cost of Goods Sold	
Cost of Goods Sold	
VAD - Hardware Costs	81,394.32
VAD - Software Costs	57,901.20
Total Cost of Goods Sold	**$139,295.52**
Total Cost of Goods Sold	**$139,295.52**
Gross Profit	**$5,623,750.31**
Expenses	
Consulting Labor	2,081,953.00
R&D Labor	27,500.00
Total Consulting Labor	**$2,109,453.00**
Entertainment	29,498.00
General Expenses	
Membership Fees	20.00
Office Lease	65,982.22
Office Supplies	24,667.50
Office/General Administrative Expenses	15,866.48
Phone	31,980.11
Training	490.00
Total General Expenses	**$139,006.31**
Health Insurance - A. Katsaris	18,394.17
Health Insurance - Employee	82,064.19
Health Insurance - K. Robb	27,083.03
Health Insurance - N. Iveslatt	18,072.98
Insurance	
Employee Health Insurance	0.00
General Liability	2,085.00
Life Insurance	5,090.17
Professional Liability	24,295.42
Workers' Compensation	6,395.00

Total Insurance	$37,865.59
Marketing	125,750.12
Payroll Expenses	
Payroll	0.00
Payroll - Employee Wages	1,569,365.91
Payroll - Officer Wages	341,537.94
Payroll Benefits	
Payroll 401K - Company Match	45,051.35
Payroll 401K - Emp Contributions	138,094.55
Payroll 401k - Emp Loans	8,694.15
Total Payroll Benefits	$191,840.05
Payroll Taxes - Company	154,047.47
Payroll Taxes - Employee	0.00
Total Payroll Expenses	$2,256,791.37
Professional Services	36,751.00
401K	2,905.00
Accounting	4,322.00
Banking Fees	374.50
Legal	12,018.29
Total Professional Services	$56,370.79
Purchases	133,799.41
Sales	
Marketing/Promotional	10,419.79
Total Sales	$10,419.79
Travel	-37,474.31
Air and Ground Transportation	64,497.73
Lodging	26,734.84
Mileage	2,707.02
Total Travel	$56,465.28
Total Expenses	$5,101,034.03
Net Operating Income	$522,716.28
Other Income	
Interest Earned - 1st Bank	83.78
Interest Earned -BBVA	65.76
Total Other Income	$149.54
Other Expenses	
Depreciation	29,383.86
Other Miscellaneous Expense	488.00
Total Other Expenses	$29,871.86
Net Other Income	-$29,722.32
Net Income	$492,993.96

Arisant, LLC
Balance Sheet
As of December 31, 2015

	Total
ASSETS	
Current Assets	
Bank Accounts	
Compass Money Market	402,316.43
Compass OA	266,131.60
Compass PA	141,036.29
Total Bank Accounts	$809,484.32
Accounts Receivable	
Accounts Receivable	728,100.19
Total Accounts Receivable	$728,100.19
Other current assets	
Asset Balancing	0.00
Credit Card Receivables	78.40
Other Current Assets	0.00
Undeposited Funds	0.00
Total Other current assets	$78.40
Total Current Assets	$1,537,662.91

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Fixed Assets

Accumulated Depreciation	-108,950.04
Computers and Other Hardware	52,835.01
Original Cost	26,414.01
Total Computers and Other Hardware	**$79,249.02**
Furniture and Fixtures	26,480.33
Software	29,248.91
Total Fixed Assets	**$26,028.22**
TOTAL ASSETS	**$1,563,691.13**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	**$0.00**
Other Current Liabilities	
Sales tax payable	0.00
Total Other Current Liabilities	**$0.00**
Total Current Liabilities	**$0.00**
Total Liabilities	**$0.00**
Equity	
A. Katsaris	
Owner Contributions	2,000.00
Owner Distributions	-1,236,050.00
Owner Medical Ins	-53,345.22
Prior Years Profit	1,385,831.59
Total A. Katsaris	**$98,436.37**
K. Robb	0.00
Owner Contributions	2,000.00
Owner Distributions	-1,236,050.00
Owner Medical Ins	-73,376.94
Prior Years Profit	1,369,061.29
Total K. Robb	**$61,634.35**
N. Iveslatt	0.00
Owner Contributions	2,000.00
Owner Distributions	-1,236,050.00
Owner Medical Ins	-58,431.38
Prior Years Profit	1,383,255.50
Total N. Iveslatt	**$90,774.12**
Retained Earnings	698,576.98
S. Lee - Previous Owner	
Owner Contributions	2,000.00
Owner Distributions	-116,972.31
Owner Medical Ins	0.00
Prior Years Profit	114,972.31
Total S. Lee - Previous Owner	**$0.00**
Net Income	614,269.31
Total Equity	**$1,563,691.13**
TOTAL LIABILITIES AND EQUITY	**$1,563,691.13**

Arisant, LLC

Profit and Loss

January - December 2015

	Total
Income	
Consulting Services	6,368,321.94
Oracle License Sales Income	59,965.94
Oracle Hardware Sales	1,087,656.28
Oracle License Sales Tax	9,941.03
Oracle Software Sales	2,949,034.14
Total Oracle License Sales Income	**$4,106,597.39**

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Uncategorized Income	-1,200.25
Total Income	**$10,473,719.08**
Cost of Goods Sold	
Cost of Goods Sold	
VAD - Cloud Costs	249,300.00
VAD - Hardware Costs	1,017,931.50
VAD - Service Costs	7,030.60
VAD - Software Costs	2,329,972.12
Total Cost of Goods Sold	**$3,604,234.42**
Total Cost of Goods Sold	**$3,604,234.42**
Gross Profit	**$6,869,484.66**
Expenses	
Charitable Contributions	900.00
Consulting Labor	2,073,328.85
Entertainment	55,337.91
General Expenses	225.00
Office Lease	54,081.30
Office Supplies	22,055.07
Office/General Administrative Expenses	1,975.73
Phone	48,105.94
Training	7,259.90
Web Services	856.65
Total General Expenses	**$134,559.59**
Health Insurance - A. Katsaris	19,258.96
Health Insurance - Employee	60,400.78
Health Insurance - K. Robb	28,330.68
Health Insurance - N. Iveslatt	17,037.26
Insurance	
General Liability	686.30
Life Insurance	5,829.51
Professional Liability	29,005.91
Workers' Compensation	-124.00
Total Insurance	**$35,397.72**
Marketing	127,273.47
Payroll Expenses	
Payroll - Employee Wages	2,612,001.19
Payroll - Officer Wages	346,586.04
Payroll Benefits	
Payroll 401K - Company Match	84,071.38
Payroll 401K - Emp Contributions	177,041.58
Payroll 401k - Emp Loans	9,042.54
Total Payroll Benefits	**$270,155.50**
Payroll Taxes - Company	227,108.86
Payroll Taxes - Employee	0.00
Total Payroll Expenses	**$3,455,851.59**
Professional Services	840.00
401K	3,275.00
Accounting	6,451.48
Banking Fees	296.00
Legal	18,969.05
Total Professional Services	**$29,831.53**
QuickBooks Payments Fees	3,587.17
Sales	19,554.62
Marketing/Promotional	17,847.32
Total Sales	**$37,401.94**
Taxes Paid	10,829.53
Travel	-2,000.00
Air and Ground Transportation	99,190.34
Lodging	30,307.29
Mileage	2,382.94
Total Travel	**$129,880.57**
Unapplied Cash Bill Payment Expense	0.00
Total Expenses	**$6,219,207.55**
Net Operating Income	**$650,277.11**
Other Income	
Interest Earned - 1st Bank	2.48
Interest Earned -BBVA	3,450.92
Total Other Income	**$3,453.40**

Other Expenses

Depreciation	62,088.00
Expense Balancing	9,786.93
Other Miscellaneous Expense	-2,890.52
Total Other Expenses	**$68,984.41**
Net Other Income	**-$65,531.01**
Net Income	**$584,746.10**

APPENDIX 2 – RESUMES

Andreas Katsaris - Summary

ORACLE
Certified Professional

- Oracle Certified Professional with 15 years' experience.
- Trainer for Oracle Business Intelligence Enterprise Edition
- Proven expertise in the design, development, tuning and production support of large-scale computer systems.
- Emphasis in developing high volume, high performance multi-terabyte database systems.
- Strong management skills with extensive experience in managing diverse teams.

Skills

- *Oracle Software:* Oracle Database (RDBMS) 7, 8, 8i, 9i, 10g, 11g, Oracle Enterprise Manager (OEM), Oracle Grid Control, Oracle Business Intelligence (OBIEE), Oracle Data Integrator(ODI), Oracle Designer, Oracle Partitioning, Oracle Advanced Queuing (AQ), Oracle Replication, Oracle Streams, Oracle Real Application Clusters (RAC), Oracle Data Guard (DG), Oracle Standby Database, Oracle Automatic Storage Management (ASM), OCFS2, Oracle Collaboration Suite (OCS), PL/SQL, SQL, Statspack, RMAN, Performance Manager , STATSPACK/AWR, TKPROF, Trace/Expert, Trace Analyzer.

- *Other Software:* TOAD, Quest Central (SQLLab, Spotlight, Foglight), Polyserve Matrix Server, VERITAS File System (VxFS), VERITAS Quick I/O, VERITAS NetBackup,RogueWave tools.h++ and DBTools.h++,Purify, Quantify, PVCS, Continuus, cvs, ERWin, vmstat, iostat, sar,Glance Plus, nmon, filemon, Shell scripting

- *Operating Systems:* Solaris, AIX, Linux, HP-UX, Windows.

Experience

Oracle Systems Implementations

- Business and technical consulting for Fortune 500 companies spanning a variety of industries. Visionary, results-driven with expertise in deploying cost-effective, high-performance technology solutions to address complex business problems.
- Responsible for managing database production operations in Denver, CO (over 100TB worth of data) for a large telecom operator.
- Designed and implemented High Availability and Disaster Recovery solutions using 10g/11g RAC and 10g Data Guard for high-volume, mission critical applications.
- Salvaged an Operational Data Store (ODS) initiative that was about to be cancelled and outsourced by implementing Oracle Streams and various ETL loads, growing the ODS to 23TB and tuning it to support various reporting groups needs.
- Advised customers on Oracle licensing regarding various new initiatives.
- Implemented ILM (Information Lifecycle Management), yielding significant dollar savings by implementing tiered storage, automating movement of data to lower tier storage as data ages out and using 10g/11g compression.
- Improved database operations: implementation of RMAN backups on multi-terabyte databases, performance tuning, streamlined partition maintenance to automate rolling window operations, rolled out Oracle Grid Control for enhanced monitoring and performance troubleshooting.
- Conducted several Proof of Concept initiatives to evaluate different technologies and address specific business problems, such as evaluation of Golden Gate replication as a replacement of Oracle streams.
- Advised customer on implementing an integrated Business Intelligence platform, provided licensing assistance on Oracle Business Intelligence (OBIEE) and rolled out the first iteration of Oracle Interactive Dashboards.
- Provided Business Intelligence Applications (OBI Apps) configuration support and troubleshooting services for large oil and Gas company.
- Designed, developed and implemented a network usage warehouse for large, national telecom company. The warehouse provides real time data on network equipment and their related utilization.

- Provided architectural and technical consulting in the areas of database sizing, capacity planning, Business intelligence, High Availability and Disaster Recovery to a telecom startup in support to their prepaid mobile services.

- Tuned hundreds of SQL statements and PL/SQL procedures in various 3rd party vendor applications for a large Western Region utilities company. Performed database, instance and OS tuning, recommended hardware upgrades, and migrated databases to raw devices to achieve overall dramatic performance improvements.

- Participated in the design and implementation of a multi-terabyte corporate Data Warehouse/Business Intelligence system for a large Western Region utilities company. Responsibilities included: application and database design, SQL statement tuning using star schemas, materialized views, parallelism and partitioning, defining backup and recovery strategies, implementing high availability solutions and overall development/production support. Prepared technical documentation and numerous presentations covering new database features and recommended implementation of new Oracle technologies such as Change Data Capture (CDC) and Oracle Streams to replace outdated data feeds.

- Created a 9i RAC environment using Polyserve Matrix Server and Red Hat Linux AS, presented proof of concept results to customer management and advised customer on approach to migrate from Windows and UNIX AIX platforms to Linux/RAC.

- Created a 10g RAC environment utilizing SUSE Linux, Oracle OCFS2, raw devices and Oracle ASM and assisted in migrating and testing an existing 3rd party vendor application. Certified application's ability to use Oracle's Transparent Failover and Load Balancing technologies.

- Senior Architect on a corporate data warehouse project for a national Telecom company. Responsibilities included: logical and physical design of the data warehouse, definition of data feeds, design and implementation of various ETL process and other interfaces using PL/SQL, application of materialized views and query rewrite. Performed end-to-end performance benchmarking and database/SQL tuning to assess system's ability to meet current and future Service Level Agreements.

Training
- Oracle Business Intelligence Enterprise Edition (Building Reports and Dashboards, Building Repositories and BI Publisher Fundamentals)

- Training Clients include – US DOI, US DOT, Cummins International and Diamond Resorts International

Certifications, Titles & Activities
- Oracle Certified Professional 8/8i/9i DBA (OCP).

- Member of the Rocky Mountain Oracle Users Group.

- Technical Publications
  Oracle Array Insert Interface, Oracle Lite Replication

- Public Presentations/Whitepapers:

  Collaborate 08 – Oracle Business Intelligence
  RMOUG Training Days 2006/2007/2008 – Multiple Presentations on warehousing, Oracle Business Intelligence and Oracle Data Integrator.
  Oracle Marketing Events – Multiple presentations on warehousing, Oracle Business Intelligence and Oracle Data Integrator.

Practice Competencies

BI Strategy, Technical Architecture, Assessments, BI Architecture, Project Management

Technical Expertise

Databases:
Oracle, SQL Server, MySQL

Back End Tools:
Informatica, DataStage, PL/SQL, PeopleSoft Application Engine, Noetix Generator for Oracle BI

Front End Tools:
Oracle Business Intelligence Enterprise Edition (OBIEE), SAP Business Objects, IBM Cognos, Hyperion

Industry Experience

Healthcare, Financial Services, Retail, Insurance, Technology, Higher Education, Public Sector

Education

Missouri State University
BS in Computer Information Systems, emphasis in Object Orientated Technology
2003

Jesse Wright - Professional Overview

BI Architect – Enthusiastic, influential, and well respected with peers and clients.

Jesse has over 15 years of experience in the IT industry with 11 years focused in the Data Warehousing and Business Intelligence consulting and delivery. He exhibits recognizable expertise in Kimball Data Warehousing concepts/techniques, Data Warehouse Architecture and Design, and Analytical Reporting tools.

Key Accomplishments

Led over 15 successful implementations of Oracle Business Intelligence Applications (OBIA)/PeopleSoft Enterprise Performance Management (EPM). Human Capital Analytics, Financial Analytics, Supply Chain Analytics, Procurement and Spend Analytics, Campus Solutions Warehouse, PeopleSoft Planning and Budgeting.

Project lead for multiple PeopleSoft Planning and Budgeting initiatives from assessment through deployment using line item and Position budgeting. Implementation enabled customer to adopt an 18 month rolling forecast on a monthly basis.

Technical Architecture and successful deployment of ground up Enterprise Data Warehouse leveraging Oracle Exadata Appliance, Oracle Active Data Guard, and clustered Application and ETL tier for High Availability (HA).

Architecture and successful deployment of Enterprise Data-Level security model supporting the reduction of redundant reports, and compliance goals.

Development of "Rapid Start" BI Apps implementation program using PeopleSoft Enterprise Performance Management (EPM), Oracle Fusion Intelligence, and Oracle Business Intelligence Enterprise Edition (OBIEE) for Higher Education with the goal of reducing implementation project timelines to under 3 months.

Key Project Experiences

Client: Prologis
Industry: Real Estate
Role: Senior Manager/Lead Architect
Client Need: Provide operational and supplemental financial reporting and analytics in the commercial real estate industry.
Solution: Architected and implemented a consolidated enterprise data warehouse solution combining BI Apps 7.9.6.3 with custom data sources on a virtualized platform. Architecture included VMWare Virtualized platform running Oracle database 11g (11.2.0.4), Oracle Business Intelligence Enterprise Edition 11g and Informatica PowerCenter 9.5.1/Informatica CDC 9.6.1.
Timeline: 24 months
Results: Successful enterprise deployment of key operational and financial KPIs.

Client: Owens & Minor
Industry: Logistics
Role: Lead Architect
Client Need: To reduce the cost and complexity of reporting while improving data quality.
Solution: Architected and implemented a consolidated enterprise data warehouse solution leveraging the existing IT investments and minimizing or eliminating silos. Hardware included Oracle Exadata Appliance, Oracle Business Intelligence Enterprise Edition 11g and Informatica PowerCenter Advanced 9.5.1.
Timeline: 24 months
Results: Successful enterprise deployment of key operational and financial KPIs.

Client: Owens & Minor
Industry: Logistics
Role: Technical Lead
Client Need: To upgrade Oracle Business Intelligence Applications (OBIA) Financial and Human Resources Analytics to the latest release to take advantage of the latest features and functionality
Solution: Implementation of the latest release of Oracle BI Applications/OBIEE and converted all custom content to function within the latest release.
Timeline: 6 months
Results: Successful upgrade to OBIA 7.9.6.3/OBIEE 11g platform.

Client: Echostar
Industry: Telecommunications and Manufacturing
Role: Technical Lead
Client Need: Echostar had a desire to upgrade their previous OBIA implementation to 11g to take advantage of performance enhancements and new functionality.
Solution: Assessment of hardware requirements and completed upgrade of OBIA from 10g to 11g on Exadata.
Timeline: 4 months
Results: Successfully upgraded the current implementation to 11g including customizations and retrained users on new functionality.

Client: Echostar
Industry: Telecommunications and Manufacturing
Role: Technical Lead
Client Need: Echostar had a need for consolidated reporting through their OBIA implementation for a new company they had purchased running SAP along with their own Oracle EBS financial data.
Solution: Implemented OBIA for SAP using ODI as the ETL tool, Exadata as the database, and OBIEE 11g as the reporting tool.
Timeline: 9 months
Results: Successfully implemented OBIA for SAP using ODI for the consolidation of data within OBIEE.

Client: Emory University
Industry: Higher Education
Role: Technical Architect
Client Need: University was in the process of evaluating reporting solutions to provide insight to Human Resource. The University was seeking a reporting solution to integrate with their existing investment of PeopleSoft Human Capital Management and transactional security model.
Solution: Pilot implementation of PeopleSoft EPM 9.0 PeopleSoft Human Capital Management, Ascential DataStage 7.5.2, Fusion for PeopleSoft Enterprise Performance Management and Oracle Business Intelligence Enterprise Edition 10.1.3.2.0.
Timeline: 6 months
Results: Implementation of Workforce Profile data mart delivering Time and Labor, Benchmark, Injury Illness, Grievance, and Disciplinary Action business process metrics.

Client: Fortune 500 Financial Services
Industry: Financial Services
Role: Technical Architect
Client Need: Client was looking to gain insight to expenses related to procurement by accounting unit, to standardize items based on UNSPSC codes, and to view spend based on internal Supplier Hierarchy structure.
Solution: Rapid Start implementation of Oracle Fusion Intelligence for PeopleSoft Enterprise 9.0 connecting OBIEE 10g with EPM 9.0 Supply Chain Analytics content area.
Timeline: 3 months
Results: Client was able to analyze internal spend based by internal organizational and supplier structures on a daily basis.

Client: City of Calgary
Industry: Government
Role: SME/Technical Analyst
Client Need: Client was looking to design a budgeting and planning process for a 3 year operating "shadow budget", 3 year operating rolling forecast, and 10 year operating forecast. Prior implementation was suffering from performance issues,
Solution: "Health Check" assessment to review the implementation design and a technical assessment to review the configuration and hardware sizing/selection.
Timeline: 3 months

Results: Findings uncovered opportunities for design changes as well as configuration changes and hardware recommendations. Implemented recommendations reduced the planning model preparation time by 50% and significantly reduced model load times.

Client: City of Seattle
Industry: Government
Role: SME/Technical Analyst
Client Need: Client needed to resolve short term performance issues and required recommendations to support future needs.
Solution: "Health Check" assessment to review the implementation design and a technical assessment to review the configuration and recommend changes and/or enhancements to resolve existing pain points and support future needs.
Timeline: 1 month
Results: Findings uncovered opportunities for design changes as well as configuration changes. Changes were delivered and presented in a formal Health Check report submitted to the City of Seattle.

ORACLE®
Certified Specialist

Business Intelligence and Data Integration Professional

More than eight years as an analytical business intelligence professional. Experience in interpreting internal business needs to design effective solutions. Experience in creating and delivering custom training plans for BI systems. Experience in leading a BI team from installation to release and ongoing support.

Education

Master of Science in Computer Science – March 2009 DePaul University: Chicago, IL

Bachelor of Science in Information Technology – December 2004 University Of Phoenix: Phoenix, AZ

Experience

Arisant, LLC   **2015-Present**

Senior BI Consultant 3/2015 – Present

Project: Global Hospitality Company

- Installed, configured, administered, and maintained three OBIA 11g application environments.
- Implemented OBIA 11g Human Capital Management and Financials modules on E-Business Suite 12.1.3 source
- Collaborated with client and other consultants on project to transition from Hyperion Interactive Reporting to custom Data Warehouse with OBIEE dashboards.
- Created ETL mappings using ODI and customized Out Of The Box mappings as needed.

Project: National MVNO

- Designed, developed, and deployed complex PL/SQL ETL scripts.
- Provided administrative support for two OBIEE 11g/12c systems.

Clear Peak, LLC   **2013-2015**

Senior BI Consultant 11/2013 – 3/2015

    Project: Global Commercial Real Estate Agency

- Installed, configured, and maintained three OBIEE 11g application servers.
- Implemented OBIA 7.9.6.4 Projects and Financials modules.
- Gathered requirements, designed and led OBIEE development on global financial reporting application.
- Provided data architecture suggestions to data architect based on understanding of reporting requirements.
- Assisted with simple ETL development.

- Administered internal lab environment.

TRICARE Management Activity   2010-2013
OBIEE Consultant 05/2010 – 10/2013
   Project: Government Healthcare Operations and Financials
- Administered two OBIEE applications and associated WebLogic servers across four environments.
- Designed, developed, and supported fully custom OBIEE dashboards, answers, BI Publisher reporting and multi-tiered security model.
- Designed, developed and delivered custom training to clients including "train-the-trainer", administration essentials "cookbook", and ongoing refreshers.
- Integrated WebLogic, OBIEE, and BI Publisher, with Oracle Single Sign On and Oracle Identity Management to perform mixed-mode authentication.

McKesson Health Solutions   2006-2010
Business Intelligence Architect 11/2007 – 02/2010
- Designed and deployed a BI solution using OBIEE as the tool of choice.
- Designed and developed internal BI dashboards and reports to measure and improve program outcomes.
- Designed, developed, and delivered custom training to internal and external customers.

Operations Analyst 05/2006 – 11/2007
- Developed, enhanced, and maintained operational reporting tools for disease management section of the business.
- Worked directly with management to perform ad hoc reporting and analysis for staff performance reviews.
- Worked closely with the business to develop mission-critical and contractually-obligated reports.

Skills
BI System Architecture and Design, Oracle Database, Dimensional Modeling (Kimball), Oracle Business Intelligence Applications (OBIA) 11g, Oracle Business Intelligence Enterprise Edition (OBIEE) 10g/11g/12c, Oracle Data Integrator, WebLogic Server, SQL, PL/SQL, Git, Data Analysis, LDAP, SDLC, Solaris, AIX, Linux, Windows.

Troubleshooting, analytical skills, and strong communication skills.

Gary Garrison - Summary

ORACLE
Certified Professional

Summary

- Oracle Certified Professional with over 16 years of experience.
- Proven expertise in the design, development, tuning and production support of large-scale computer systems.
- Emphasis in developing high volume, high performance multi-terabyte VLDB systems.
- Expertise in Oracle Engineered Systems.
- Expertise in Business Predictive Analytics
- Worked with domestic and international clients in an IT consulting role.

Skills

- Oracle Business Intelligence (OBIEE), Oracle 8i/9i/10g,11g (including Partitioning, RMAN, Advance Queuing, Advanced Security, RAC, OEM), Oracle Golden Gate, Oracle Designer 2000, SQL, and PL/SQL, SQL Server
- *Development Tools:* Visual Basic, VBScript, Java, Object-Oriented Development, Active Server Pages, COBOL, JCL, UNIX shell scripting, Perl, Python, R
- *Operating Systems:Linux,* OEL, Redhat, Solaris, AIX, HP-UX, Windows.
- *Engineered Systems:* Exadata, Oracle Database Appliance (ODA)

Experience

- Built predictive model with R to classify exercise type using 52 different variables. The model classified exercise type with an accuracy of 99%.
- Implementation of new Engineered systems including installation of Oracle Database Appliances, ZFS storage, Sun Servers for applications tiers, as well as migrating large databases from Standard Edition RAC to Enterprise Edition RAC on the ODA.
- Implementation of integrated Business Intelligence platform with dashboards to address business problems such as customer churn, proactive fraud detection, network capacity metrics, etc.
- Provided Business Intelligence Applications (OBI Apps) configuration support and troubleshooting services.
- Supporting a warehouse for large, national telecom company. The warehouse provides real time data on network equipment and their related utilization. Deployed high availability OBIEE based Business Intelligence solution covering multiple subject areas for 3,000 end users.
- Administration of large, complex Oracle 9i, 10g, 11g production, and development databases including data warehouse and ODS databases. Added significant value by completing several tasks such as performance tuning, backup and recovery using RMAN, writing shell scripts to increase efficiencies of maintenance, and supporting developers and end users.

- Installed, configured, and administered Oracle Golden Gate technology for large telecom company, for the purposes of real time replication of data, both logical and physical.

- Designed and developed statistical analysis programs to gather, model, and chart data producing useful graphics and data visualization around data capacity, infrastructure growth, and customer service levels.

- Administered Oracle 8i, 9i, and 10g development and test databases for a large telecom software development firm. Tasks associated with this role included creating and altering database objects, developing PL/SQL scripts, performance tuning and assisting developers with SQL related questions and problems. Performed backup and recovery of Oracle databases using RMAN, user-managed backups, and export utility. Developed a web based tool that allowed testers to copy database schemas, upgrade test schemas with latest database changes, and upgrade reference data.

- Performed UNIX administration tasks including installing the Solaris operating system, user administration, and assisting developers and testers with shell scripting problems. Used Veritas NetBackup for backup, restore, and tape duplication used for disaster recovery. Used Solaris Resource Management to manage the CPU used by various groups on the project.

- Designed and developed an Internet based application to track on-call problems. This system was developed using Active Server Pages for the front-end. The middle tier consisted of two components written in Visual Basic 6. The system allowed users to add, update, delete, and view problems associated with mainframe and client/server systems. Administered the MS SQL Server database used by the application.

- Developed and maintained common software used by the majority of the Department of the Interior's Minerals Management Service (MMS) for the client/server applications. These common components consisted of classes that handled functions such as data access, security, and other functions that were common to MMS client/server applications. Also developed stored procedures used by client/server applications.

Certifications, Titles & Activities
- Oracle Certified Professional 9i, 10g, 11g
- Oracle Database 10g Real Application Clusters Administrator Certified Expert
- Oracle Real Application Clusters 11g Certified Implementation Specialist
- Certified Information Systems Security Professional (CISSP)
- Member of the Rocky Mountain Oracle Users Group.
- Public Presentations/Whitepapers:
  - RMOUG Training Days 2007/2008/2009/2015 – Multiple Presentations on SQL tuning, database tuning, warehousing, and data analytics.

Education
University of Colorado at Denver, June 1995

Bachelor of Science in International Business

Webster University, May 2007
Master of Science in Space Systems Operations Management

APPENDIX 3 – COST PROPOSAL

Revised Cost Proposal Sheet - RFP 5408 Z1

BUSINESS SERVICES FILING SYSTEM PRICING SPREADSHEET

Line #	Pricing Spreadsheet	Initial Contract Period
1	Repository Software, installation, data migration, configuration, testing, internal deployment and Go-Live	$ 697,300

Line #	Pricing Spreadsheet	Initial Contract Period Year 1	Initial Contract Period Year 2	Initial Contract Period Year 3	Initial Contract Period Year 4	Initial Contract Period Year 5	Optional First Renewal Period	Optional Second Renewal Period	Optional Third Renewal Period	Optional Fourth Renewal Period	Optional Fifth Renewal Period
2	Support and maintenance per year, encompassing all installed software to begin after post Go-Live sign off as defined in the RFP. Once maintenance begins after Go-Live sign off, it will be prorated to coincide with the end of the fiscal year which is June 30th.	$120,000	$120,000	$120,000	$120,000	$120,000	$84,000	$84,000	$84,000	$84,000	$84,000
3	Any costs relating to external RMS software included in the bidder's proposal. Pricing from Form D.1.	$	$	$	$	$	$	$	$	$	$
4	Any costs relating to external statistical software included in the bidder's proposal. Pricing from Form D.2.	$	$	$	$	$	$	$	$	$	$
5	Any costs relating to external hardware costs and/or requirements included in the bidder's proposal. Pricing from Form D.3.	$	$	$	$	$	$	$	$	$	$

FIRM: Arisant, LLC

Note: The maintenance costs above do not include 2nd Year and beyond Oracle Software Support fees. Arisant estimates these yearly support fees to be around $47,300. This number is subject to Oracle final approval.

Form D.1

Any costs relating to external RMS software included in the bidder's proposal.

Software required for **Bidder** to support solution.

Detailed specifications are required.

Qty	Item (version, model number, etc.)	Description/Purpose	Total
	RMS Software (Example)		
	Sub-Total		

| | Total | | |

Form D.2

Any costs relating to external statistical software included in the bidder's proposal.

External Software required for **Bidder** to support solution.

Detailed specifications are required.

Qty	Item (version, model number, etc.)	Description/Purpose	Total
	External Software		
	Sub-Total		

	Total		

Form D.3

Any costs relating to external hardware costs and/or requirements included in the bidder's proposal.

Hardware required for **Bidder** to support solution.

Detailed specifications are required.

Qty	Item (version, model number, etc.)	Description/Purpose	Total
	Hardware		
	Sub-Total		

	Total		

NOTE: Crime Commission reserves the right to procure hardware through State purchasing contracts, if desired.

Optional Services

Pricing Spreadsheet for Consulting Services

Provide the hourly rate for additional consulting services to the Crime Commission. All travel expenses must be included in the hourly rate. There is no guarantee regarding the number of hours that will be used.

The bidder must list each role/title and provide an hourly rate. These rates are fixed for the initial term of the contract. At renewal time, rates may increase by no more than 5% with supporting justification for any increase.

Role/title	Hourly rate
Project Manager	$150
Technical Architect	$150
Data Integration Developer	$135
Business Analyst	$135
User Interface/Reports Developer	$135

Form A
Bidder Contact Sheet

APPENDIX 4– FORM A BIDDER CONTACT SHEET

Form A
Bidder Contact Sheet
Request for Proposal Number 5408 Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Arisant, LLC
Bidder Address:	383 Inverness Pkwy, Suite 175 Englewood, CO 80112
Contact Person & Title:	Joe Wilson, VP Sales
E-mail Address:	Joe.wilson@arisant.com
Telephone Number (Office):	303-974-7582
Telephone Number (Cellular):	720-839-1656
Fax Number:	888-889-0155

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Arisant, LLC
Bidder Address:	383 Inverness Pkwy, Suite 175 Englewood, CO 80112
Contact Person & Title:	Joe Wilson, VP Sales
E-mail Address:	Joe.wilson@arisant.com
Telephone Number (Office):	303-974-7582
Telephone Number (Cellular):	720-839-1656
Fax Number:	888-889-0155